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11 National Collegiate Student Loan Trust 2003-1

7 **UNITED STATES BANKRUPTCY COURT**
8 **NORTHERN DISTRICT OF CALIFORNIA (SANTA ROSA)**

9 In re

10 Garret Moore and Susan Moore

11 Debtors.

Bankruptcy Case No. 11-13325
Chapter 13

Adversary Proceeding No. 13-01174

13 Garret Moore and Susan Moore

14 Plaintiffs,

Honorable Alan Jaroslovsky

15 vs.

16 ACS Education Services, Inc., et al.,

19 Defendants.

**ANSWER OF DEFENDANT, NATIONAL
COLLEGIATE STUDENT LOAN TRUST
2003-1 TO PLAINTIFFS' FIRST AMENDED
COMPLAINT TO DETERMINE
DISCHARGEABILITY OF A CERTAIN
DEBT AS A MEDICAL LOAN AND NOT A
STUDENT LOAN**

21 Now comes Defendant, National Collegiate Student Loan Trust 2003-1 (hereinafter "Defendant"
22 or "NCT"), by and through counsel, and hereby denies each allegation set forth in Plaintiffs' first
23 amended complaint to Determine Dischargeability of a Certain Debt as a Medical Loan and not a
24 Student Loan unless specifically admitted herein and further answers as follows:

25 1. Defendant states that paragraph one (1) of the first amended complaint states a legal
26 conclusion to which no response is necessary. However, to the extent that an answer is deemed
27 required, Defendant admits the allegations contained in paragraph one (1) of Plaintiffs' first amended
28 complaint.

1 2. Defendant states that paragraph two (2) of the first amended complaint states a legal
2 conclusion to which no response is necessary. However, to the extent that an answer is deemed
3 required, Defendant denies the allegations contained in paragraph two (2) of Plaintiffs' first amended
4 complaint for want of sufficient knowledge.

5 3. Defendant states that paragraph three (3) of the first amended complaint states a legal
6 conclusion to which no response is necessary. However, to the extent that an answer is deemed
7 required, Defendant denies the allegations contained in paragraph three (3) of Plaintiffs' first amended
8 complaint for want of sufficient knowledge.

9 4. Defendant admits the allegations contained in paragraph four (4) of Plaintiffs' first
10 amended complaint.

11 5. Defendant denies the allegations contained in paragraph five (5) of Plaintiffs' first
12 amended complaint for want of sufficient knowledge.

13 6. Defendant denies the allegations contained in paragraph six (6) of Plaintiffs' first
14 amended complaint for want of sufficient knowledge.

15 7. Defendant denies the allegations contained in paragraph seven (7) of Plaintiffs' first
16 amended complaint for want of sufficient knowledge.

17 8. Defendant admits the allegations contained in paragraph eight (8) of Plaintiffs' first
18 amended complaint.

19 9. Defendant denies the allegations contained in paragraph nine (9) of Plaintiffs' first
20 amended complaint for want of sufficient knowledge.

21 10. Defendant denies the allegations contained in paragraph ten (10) of Plaintiffs' first
22 amended complaint for want of sufficient knowledge.

23 11. Defendant denies the allegations contained in paragraph eleven (11) of Plaintiffs' first
24 amended complaint for want of sufficient knowledge.

25 12. Defendant denies the allegations contained in paragraph twelve (12) of Plaintiffs' first
26 amended complaint as to the truth of the matter asserted.
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1 13. Defendant denies the allegations contained in paragraph thirteen (13) of Plaintiffs' first
2 amended complaint for want of sufficient knowledge.

3 14. Defendant denies the allegations contained in paragraph fourteen (14) of Plaintiffs' first
4 amended complaint for want of sufficient knowledge.

5 15. Defendant denies the allegations contained in paragraph fifteen (15) of Plaintiffs' first
6 amended complaint for want of sufficient knowledge.

7 16. Defendant denies the allegations contained in paragraph sixteen (16) of Plaintiffs' first
8 amended complaint for want of sufficient knowledge.

9 17. Defendant denies the allegations contained in paragraph seventeen (17) of Plaintiffs'
10 first amended complaint for want of sufficient knowledge.

11 18. Defendant, NCT, denies that they intentionally and deliberately misrepresented that the
12 ACS loan was a medical "Achiever Loan" and not a student loan as to the truth of the matter asserted.
13 Defendant further denies the allegations contained in paragraph eighteen (18) of Plaintiffs' first
14 amended complaint for want of sufficient knowledge.

15 19. Defendant denies the allegations contained in paragraph nineteen (19) of Plaintiffs' first
16 amended complaint for want of sufficient knowledge.

17 20. Defendant denies the allegations contained in paragraph twenty (20) of Plaintiffs' first
18 amended complaint for want of sufficient knowledge.

19 21. Defendant denies the allegations contained in paragraph twenty-one (21) of Plaintiffs'
20 first amended complaint for want of sufficient knowledge.

21 22. Defendant, NCT, denies that they misrepresented the ACS loan was a medical
22 "Achiever Loan" and not a student loan for the truth of matter asserted. Defendant further denies the
23 allegations contained in paragraph twenty-two (22) of Plaintiffs' first amended complaint for want of
24 sufficient knowledge.

25 23. Defendant denies the allegations contained in paragraph twenty-three (23) of Plaintiffs'
26 first amended complaint for want of sufficient knowledge.